

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff,

v.

AIR PRODUCTS AND CHEMICALS, INC., et al.,

Defendants.

Civil Action No. \_\_\_\_\_

SPECTRON SITE GROUP,

Plaintiff,

v.

AIR PRODUCTS AND CHEMICALS, INC., et al.,

Defendants.

**GLOBAL CONSENT DECREE  
FOR SECOND ROUND *DE MINIMIS* PARTIES**

**SPECTRON, INC. SUPERFUND SITE  
ELKTON, MARYLAND**

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**GLOBAL CONSENT DECREE FOR DE MINIMIS PARTIES**

1. The United States of America on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), simultaneously with lodging this Consent Decree, is filing a complaint against the Defendants in the above-captioned action pursuant to Sections 106 and 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*, ("CERCLA"). The Spectron Site Group (whose members are listed in Appendix One to this Consent Decree and which is hereinafter referred to as the "SSG") has also filed a separate complaint pursuant to CERCLA and applicable state law. In this separate complaint, the SSG is suing the same Defendants as is the United States. These actions seek the recovery of costs previously incurred and paid, and which may be incurred and paid in the future, in response to the release or threatened release of hazardous substances at or in connection with the Spectron, Inc. Superfund Site (the "Site"), located in Elkton, Maryland.

2. The Site consists of approximately eight acres located in a semi-rural residential area. To the north and west of the Site are a wooded area and residential homes. Nineteen residences are located within one quarter mile of the Site, some of which are no more than fifty feet from the Site. A stream, Little Elk Creek, bisects the Site from northwest to southeast. This stream may be used by local residents for recreational activities, including fishing. The Site was formerly used as a chemical reclamation and recycling facility. Chemical handling, processing and storage facilities were located in the southwest portion of the Site. The Site office and parking area are located to the northeast. When Spectron, Inc. (the last of several companies to

operate at the Site) ceased operating in August of 1988, many substances received, processed, generated and used in its operations were left onsite.

3. On April 12, 1989, EPA, at the request of the Maryland Department of the Environment ("MDE"), conducted an emergency assessment of the conditions at the Site. EPA found approximately 1,300 drums and 62 tanks containing hazardous substances onsite. Some of the drums and tanks were leaking, rusted and/or dented, or were otherwise unsuitable for storage or transport of hazardous substances. Liquids in approximately one half of the liquid-containing drums had flash points of less than 73 degrees Centigrade. On May 24, 1989, an EPA On-Scene Coordinator began a removal action at the Site, using authority delegated to him pursuant to CERCLA. The actions taken included commencement of 24-hour Site security and fire watch, and containment of leaks in drums and tanks onsite. On June 1, 1989, the EPA Region III Regional Administrator ("Regional Administrator") approved the expenditure of funds, pursuant to CERCLA Section 104, 42 U.S.C. § 9604, to address the releases and threat of releases of hazardous substances at the Site. EPA's actions at the Site from June 1 until the end of August 1989 included the over packing of leaking drums, containing and decanting leaking tanks, sampling and analysis of substances onsite, identification and segregation of those substances, treatment and disposal of contaminated water in the containment dikes and continued 24-hour Site security and fire watch.

4. Based on information gathered about the Site, on January 16, 1990, the Regional Administrator determined that the continued release and threat of release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or to the environment. Various organic and inorganic materials have contaminated soil,

groundwater and surface water, and thereby pose a threat to human health and/or the environment. Some of the hazardous substances found at the Site include, but are not limited to, acetone, methylene chloride, methyl ethyl ketone, toluene, polychlorinated biphenyls ("PCBs"), and 1,1,1 trichloroethane. EPA placed the Site on the CERCLA National Priorities List ("NPL"), 40 C.F.R. Part 300, in May 1994.

5. Administrative Orders issued by EPA in connection with the Site have included the following:

a. Administrative Order by Consent Docket No. III-89-23-DC, dated August 21, 1989 (the "August 1989 Work Order"), issued pursuant to CERCLA Sections 106 and 122, 42 U.S.C. §§ 9606 and 9622, and entered into with certain potentially responsible parties ("PRPs") referred to collectively in the August 1989 Work Order as the Spectron Site Waste Generator and Transporter Group. The August 1989 Work Order required the performance of emergency response actions at the Site. Actions required pursuant to the August 1989 Work Order have been completed, including the removal from the Site of all bulk wastes in tanks, drums and other containers. Pursuant to this Order, the Spectron Site Waste Generator and Transporter Group reimbursed EPA for oversight costs in the amount of \$138,809.18. Some but not all of the Settling *De Minimis* Parties are members of the Spectron Site Waste Generator and Transporter Group.

b. Administrative Consent Agreement Docket No. III-89-29-DC, dated August 21, 1989 ("August 1989 Past Cost Order"), issued pursuant to CERCLA Section 122, 42 U.S.C. § 9622, and entered into with certain parties referred to in the August 1989 Past Cost Order as the Spectron Site Waste Generator and Transporter Group. This Order required the

Spectron Site Waste Generator and Transporter Group to reimburse EPA for all response costs incurred in connection with the Site from April 17, 1989 through the date the Spectron Site Waste Generator and Transporter Group assumed responsibility for Site security and fire protection pursuant to the August 1989 Work Order. The Spectron Site Waste Generator and Transporter Group reimbursed EPA in the amount of \$674,139.66 pursuant to the August 1989 Past Cost Order.

c. Unilateral Administrative Order Docket No. III-91-11-DC, dated February 1, 1990 ("February 1990 Access Order"), issued pursuant to CERCLA Sections 104(e) and 106(a), 42 U.S.C. §§ 9604(e) and 9606(a), to Spectron, Inc., Paul J. Mraz and Sally K. Mraz. This order deals with access to the Site.

d. Administrative Order by Consent Docket No. III-91-40-DC, dated October 1, 1991 (the "October 1991 Order"), issued pursuant to CERCLA Sections 106 and 122, 42 U.S.C. §§ 9606 and 9622, and entered into with certain parties referred to collectively as the Spectron Site Waste Generator and Transporter Group II. The primary objective of the October 1991 Order is to control releases at the Site which are entering Little Elk Creek. Work under this Order is ongoing. Some but not all of the Settling *De Minimis* Parties are members of the Spectron Site Waste Generator and Transporter Group II.

e. Administrative Order on Consent for Remedial Investigation/Feasibility Study ("RI/FS"), Docket No. III-96-15-DC, dated May 20, 1996 (the "RI/FS Order"), issued pursuant to CERCLA Sections 104 and 122, 42 U.S.C. §§ 9604 and 9622, and entered into with certain parties herein referred to as the RI/FS Respondents. This Order requires the RI/FS Respondents to perform an RI/FS for the Site in order to determine the nature and extent of

contamination and to evaluate remedial alternatives for clean-up of the Site. Work under this Order is ongoing.

6. On March 31, 2003, this Court entered a Global Consent Decree for *De Minimis* Parties (Civil Action No. AMD 02-3858) ("*De Minimis* CD I") between the United States, the SSG and approximately 498 *de minimis* PRPs at the Site ("*De Minimis* CD I Settlers"), settling the liability of those *De Minimis* CD I Settlers. Pursuant to the terms of that *De Minimis* CD I, the United States received approximately \$2.7 million and the SSG received approximately \$2.8 million in settlement monies from the *De Minimis* CD I Settlers, based on each settling PRPs' proportionate share of EPA's and the SSG's respective past and estimated future costs at that time. The United States' \$2.7 million has been placed into the Site Special Account to be used for conducting or financing Site response actions or to be transferred to the EPA Hazardous Substance Superfund to reimburse past costs, at EPA's discretion. As of the effective date of this settlement, none of the \$2.7 million has been used to reimburse EPA's past costs.

7. On September 16, 2004, EPA issued a final Record of Decision ("ROD") for Operable Unit 1 ("OU-1"), identifying the remedial action to be implemented at the Site for the first operable unit of work to clean up the Site. An RI/FS for Operable Unit 2 ("OU-2"), which relates to the bedrock ground water at the Site, currently is being performed by some members of the SSG. EPA intends to issue a ROD for OU-2 following completion of the RI/FS.

8. As of June 30, 2004, EPA and the United States Department of Justice ("DOJ") incurred approximately \$3,415,167 in unreimbursed response costs in connection with the release or threatened release of hazardous substances at the Site, which costs continue to accrue.

9. As of June 30, 2004, the SSG has incurred and paid approximately \$12,486,879 in unreimbursed response costs in connection with the release or threatened release of hazardous substances at the Site (see Appendix Four - Affidavit and Charts Re: Payment to the SSG). The SSG expects to incur and pay additional response costs in connection with the Site in the future.

10. The Regional Administrator has determined the following:

a. that each of the Settling *De Minimis* Parties to this Consent Decree are potentially responsible parties within the meaning of CERCLA Section 122(g)(1), 42 U.S.C. § 9622(g)(1), and that the *de minimis* settlement provided for in this Consent Decree pursuant to Section 122(g)(1), 42 U.S.C. § 9622(g)(1), is practicable and is in the public interest; and

b. that based upon information currently known to the United States, and pursuant to CERCLA Section 122(g)(1)(A), 42 U.S.C. § 9622(g)(1)(A):

(i). the amount of hazardous substances contributed to the Site by each *de minimis* entity whose name appears on Appendix Two to this Consent Decree does not exceed 100,000 gallons of materials containing hazardous substances, which is less than 0.23% of the approximately 43 million gallons at the Site, and is therefore minimal in comparison to the other hazardous substances at the Site; and

(ii). the hazardous substances contributed to the Site by each such *de minimis* entity are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

11. Each Settling *De Minimis* Party's payment, as required in Section IV of this Consent Decree and as set forth in Appendix Three (Payment to EPA) and Appendix Four (Payment to SSG) to this Consent Decree, involves only a minor portion of the response costs at



the Site, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total response costs incurred and to be incurred at or in connection with the Site by the United States and the SSG is approximately \$40,000,000.

12. The Parties recognize that each Settling De Minimis Party's payment required under this Consent Decree is based upon the same past and estimated future Response Costs of the United States and SSG, including a premium on such future costs, established by EPA for the De Minimis CD I, and does not reflect either the current actual increase in past Response Costs or the current actual decrease in estimated future Response Costs of the United States and/or the SSG. The Parties further recognize that EPA has not yet issued a ROD selecting a remedy for OU-2 at the Site and, therefore, the total actual future Response Costs to be paid by the United States and/or the SSG may be higher or lower than any estimate of such future Response Costs.

13. The Settling *De Minimis* Parties do not admit any liability to the United States or the SSG with respect to the Site. Neither the United States nor the SSG admits any liability to Settling *De Minimis* Parties or to each other with respect to the Site.

14. The United States, the SSG, and the Settling *De Minimis* Parties agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action.

## I. DEFINITIONS

15. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are

used in this Consent Decree, or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.;
- b. "Consent Decree" shall mean this Decree, and any attached appendices;
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day falls on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities;
- e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507;
- f. "*De Minimis* CD I" shall mean the Global Consent Decree for *De Minimis* Parties, Civil Action No. AMD 02-3858, effective March 31, 2003, between the United States, the SSG and approximately 498 *de minimis* PRPs ("*De Minimis* CD I Settlers").
- g. "*De Minimis* CD I Settlers" shall mean those *de minimis* PRPs that participated in *De Minimis* CD I.
- h. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a);

i. "Matters Addressed" as that term is used in Section IX of this Consent Decree, shall mean all response actions taken and to be taken by the United States, by the SSG or any of its members, or by any private parties, and all response costs incurred and to be incurred by EPA, by DOJ on behalf of EPA, by the SSG or any of its members, or by any private parties, at or in connection with the Spectron, Inc. Site, including but not limited to all removal and remedial costs;

j. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter;

k. "Parties" shall mean the United States, the SSG, and the Settling *De Minimis* Parties;

l. "Potentially Responsible Party" means any person who is liable or potentially liable to the United States for response costs incurred and paid, and to be incurred and paid, at or in connection with the Spectron, Inc. Site pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a);

m. "Response Costs" means any costs incurred, pursuant to CERCLA, 42 U.S.C. §§ 9601, et seq., at or in connection with the Site, plus interest, and includes but is not limited to oversight costs;

n. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral;

o. "Settling *De Minimis* Parties" shall mean those Spectron, Inc. Site PRPs who qualify for *de minimis* treatment under CERCLA Section 122(g)(1)(A), 42 U.S.C.

§ 9622(g)(1)(A), as listed in Appendix Two to this Consent Decree, who have signed this Consent Decree;

p. "Site" shall mean the Spectron, Inc. Superfund Site, located in Cecil County, Maryland. The Site is a facility as that term is defined in CERCLA Section 101(9), 42 U.S.C. § 9601(9);

q. "SSG" shall mean the Spectron Site Group, including and limited to each and every PRP whose name is included in Appendix One to this Consent Decree and who signs a signature page to this Consent Decree;

r. "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities, which includes without limitation the EPA and DOJ acting on behalf of EPA;

Therefore, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED as follows:

## II. JURISDICTION

16. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9613(b) and 9622(g)(4), and other applicable state and federal laws. This Court also has personal jurisdiction over the Parties. Solely for purposes of this Consent Decree and the underlying complaints filed by the United States and the SSG, the Settling *De Minimis* Parties waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this District, and they agree not to challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### III. PARTIES BOUND

17. This Consent Decree is binding upon the United States, the SSG, the Settling *De Minimis* Parties, and their successors and assigns. Any change in ownership or corporate or legal status of a Settling *De Minimis* Party or any member of the SSG, including, but not limited to, any transfer of assets, or real or personal property, shall in no way alter that party's responsibilities under this Consent Decree. Each signatory to this Consent Decree represents that he or she is fully authorized to agree to the terms and conditions of the Consent Decree and to bind legally the party or parties represented by him or her.

### IV. PAYMENT

18.a. Within thirty (30) days of entry of this Consent Decree, each Settling *De Minimis* Party shall pay to the EPA Hazardous Substance Superfund the agreed upon amount as set forth in Appendix Three to this Consent Decree ("U.S. Share"), and also shall pay to the SSG the agreed upon amount as set forth in Appendix Four to this Consent Decree ("SSG Share").

18.b. The proceeds paid to the EPA Hazardous Substance Superfund under this Consent Decree shall be deposited into the Spectron Site Disbursement Special Account, within the EPA Hazardous Substance Superfund, to be, in EPA's discretion: (1) disbursed by EPA in connection with the performance of response actions at or in connection with the Site, pursuant to the terms of a RD/RA Consent Decree; (2) transferred by EPA to the Spectron Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site; or (3) transferred by EPA to the EPA Hazardous Substance Superfund. The proceeds received by the

SSG shall be used to reduce its outstanding claims for past and future response costs relating to the Site.

19. If a Settling *De Minimis* Party fails timely to make the payments required of it in Section IV and set forth in Appendix Three and/or Appendix Four to this Consent Decree, that Party shall pay Interest (as defined in Paragraph 15.h. above) to the United States and/or the SSG on the unpaid balance. Interest on the unpaid balance shall accrue from the day after payment is due (30 days after entry of the Consent Decree) until the date of payment, and shall be paid simultaneously with payment of the required amount. Payment of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States or to the SSG by virtue of a Settling *De Minimis* Party's failure to make timely payment under this Section. In addition, the Covenants by the United States and the SSG, found in Section VI, shall be null and void with respect to any such Settling *De Minimis* Party who fails to make payment under this Section.

20. Payment by the Settling *De Minimis* Parties of the amount set forth in Appendix Three to this Consent Decree (and any interest or penalty, if applicable) shall be made by certified, cashier's or treasury check payable to the "**EPA Hazardous Substance Superfund**", if the amount is less than \$10,000, to:

United States Environmental Protection Agency, Region III  
Attention: Superfund Accounting  
P.O. Box 360515  
Pittsburgh, PA 15251-6515.

If the amount is equal to or greater than \$10,000, payment shall be made by FedWire or ACH Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Electronic payment shall be made

in accordance with instructions provided to the Settling *De Minimis* Parties by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Maryland following lodging of the Consent Decree. Under either form of payment, the payment shall be accompanied by a reference to Site Spill ID Number 03O6, DOJ case number 90-11-2-482, and U.S.A.O. file number 2005-Z-00400. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

21. Payment by the Settling *De Minimis* Parties to the SSG of the full amount set forth in Appendix Four to this Consent Decree, and any interest, if applicable, shall be paid by certified, cashier's or treasury check payable to the "**Spectron Site Group**" at the following address:

Jennifer Davis  
Deutsche Bank Trust Company Americas  
Corporate Trust & Agency Services  
Mail Stop: NYC60-2710  
60 Wall Street, 27th Floor  
New York, NY 10005

Payment by wire shall be made to:

Deutsche Bank Trust Company Americas  
ABA 021-001-033  
Account #01419647-CTAS  
Reference: Jennifer Davis

Further, a copy of the wire or check and any accompanying letter sent to Deutsche Bank Trust Company Americas at the above-referenced address shall also be sent to the United States at the address provided in the next paragraph.

22. At the time of payment of the amount set forth in Appendix Three to this Consent Decree, each Settling *De Minimis* Party shall simultaneously send written notice of payment and a copy of any transmittal documentation (including a copy of any check) to the United States at the following address:

Chief, Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

and to the EPA at the following addresses:

- |                             |                              |
|-----------------------------|------------------------------|
| 1) Barbara Borden (3PM30)   | 2) Docket Clerk (3RC00)      |
| U.S. EPA Region III         | U.S. EPA Region III          |
| 1650 Arch Street            | 1650 Arch Street             |
| Philadelphia, PA 19103-2029 | Philadelphia, PA 19103-2029. |

23. In addition to any other remedies or sanctions available to the United States, any Settling *De Minimis* Party who fails or refuses to comply with any term or condition of this Consent Decree shall be subject to a civil penalty of up to \$32,500 per day of such failure or refusal pursuant to CERCLA Section 122(l), 42 U.S.C. § 9622(l) and 40 C.F.R. Part 19.

#### V. CERTIFICATIONS OF SETTLING DE MINIMIS PARTIES

24. Through the act of signing this Consent Decree, each Settling *De Minimis* Party certifies that, to the best of its knowledge and belief, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site, and that it has and will fully comply with any and all EPA requests



for information pursuant to CERCLA Sections 104(e) and 122(e), 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927. Each Settling *De Minimis* Party that is a corporation further certifies that it is a currently existing corporation and that it (or a predecessor corporation) has previously received notice of liability from the EPA. Each Settling *De Minimis* Party further certifies that to the best of its knowledge, it contributed to the Site no more than 100,000 gallons of waste that may have contained hazardous substances and that the hazardous substances it contributed, if any, were of minimal toxic and hazardous effect in comparison to the other hazardous substances at the Site. If any of the certifications of a Settling *De Minimis* Party, as set forth in this Section, are subsequently determined to be false or materially inaccurate, such Settling *De Minimis* Party shall forfeit all payments made pursuant to Section IV of this Consent Decree, and the Covenants by the United States and the SSG, found in Section VI, shall be null and void with respect to any such Settling *De Minimis* Party; and the Covenant by the Settling *De Minimis* Parties, found in Section VIII, shall also be null and void with respect to any such party. Such forfeiture shall not in any way foreclose the United States' right to pursue any other causes of action arising from such Settling *De Minimis* Party's false or materially inaccurate certification.

VI. COVENANTS BY THE UNITED STATES  
AND THE SPECTRON SITE GROUP

25. Subject to the terms of the "Certification" of each Settling *De Minimis* Party set forth in Section V and the "Reservation of Rights" set forth in Section VII of this Consent Decree, upon payment by a Settling *De Minimis* Party of the amounts specified in Appendices Three and Four to this Consent Decree, plus any interest due and owing, if any, pursuant to

Paragraph 19 above, and all penalties due and owing, if any, pursuant to Paragraph 23 above, the United States covenants not to sue and agrees not to take any other administrative or civil action against that Settling *De Minimis* Party for reimbursement of response costs incurred or to be incurred at or in connection with the Spectron, Inc. Site, or for injunctive relief, pursuant to CERCLA Sections 106(a) or 107(a), 42 U.S.C. §§ 9606(a) or 9607(a), relating to the Spectron, Inc. Site and also covenants not to sue and agrees not to take any other administrative or civil action against that Settling *De Minimis* Party for past or future violations, if any, of the August 1989 Work Order, the August 1989 Past Cost Order, the October 1991 Order, and/or the RI/FS Order pursuant to CERCLA Sections 104, 106(a) or 122, 42 U.S.C. §§ 9604, 9606(a) or 9622. With respect to present and future liability, this covenant not to sue shall take effect for a particular Settling *De Minimis* Party only upon receipt by the United States and the SSG of the payments required of that particular Settling *De Minimis* Party, as set forth in Appendices Three and Four to this Consent Decree, plus Interest and/or penalties due and owing, if any, pursuant to Paragraphs 19 and 23 above. This covenant not to sue extends only to Settling *De Minimis* Parties, and does not extend to any other person or entity.

26. Subject to the terms of the "Certifications" set forth in Section V and the "Reservation of Rights" set forth in Section VII of this Consent Decree, upon payment by a Settling *De Minimis* Party of the amounts specified in Appendices Three and Four to this Consent Decree, plus all Interest due and owing, if any, pursuant to Section IV above, the SSG, including each and every member thereof, covenants not to sue and agrees not to take any other action against that Settling *De Minimis* Party or the United States for reimbursement of response costs incurred or to be incurred at or in connection with the Site, or for injunctive relief pursuant

to CERCLA, applicable law or any existing agreements regarding the Site. With respect to present and future liability, this covenant not to sue shall take effect for a particular Settling *De Minimis* Party or the United States only upon receipt by the SSG and the United States of the payments required from that particular Settling *De Minimis* Party or the United States, as set forth in Appendices Three and Four to this Consent Decree, plus interest due and owing, if any, pursuant to Section IV above. The SSG's covenant not to sue extends only to the Settling *De Minimis* Parties and the United States, and does not extend to any other person or entity.

## VII. RESERVATION OF RIGHTS

27. The covenants set forth in Section VI do not pertain to any matters beyond the civil claims specifically stated in Section VI.

28. As to all other matters, nothing in this Consent Decree is intended or shall be construed as a release, covenant not to sue, or indemnity for any claims or causes of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including but not limited to the EPA, and/or the SSG may have against each Settling *De Minimis* Party, with respect to all other matters, including but not limited to the following:

- a. claims based on a failure to make any payment required by Section IV (as set forth in Appendices Three and Four to this Consent Decree) of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. any liability as a result of a Settling *De Minimis* Party's activities at any other site, including but not limited to sites to which hazardous substances stored or processed at the Spectron Site may have been taken, such as the "Maryland Sand, Gravel and Stone Site," in Cecil County, Maryland;

e. any liability for response costs that have been or may be incurred by federal or state natural resource trustees in connection with the Spectron, Inc. Site.

29. This Consent Decree is entered into without any admission of liability and, further, this Consent Decree shall not be admissible in evidence in any administrative or judicial proceeding except by the Parties in a proceeding to enforce this Consent Decree.

30. Notwithstanding any other provision in this Consent Decree, the United States, including EPA, reserves, and this Consent Decree is without prejudice to, the right to institute judicial proceedings or to issue an administrative order seeking to compel any Settling *De Minimis* Party to perform response actions relating to the Site, and/or to reimburse the United States, including EPA, for additional costs of response, if information not known to EPA as of the date of lodging of this Consent Decree is discovered which EPA determines indicates that any Settling *De Minimis* Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling *De Minimis* Party no longer qualifies as a *de minimis* party at the Site under the criteria set forth in Paragraphs 10.b.(i) and (ii) above.

31. Notwithstanding any other provision in this Consent Decree, the SSG reserves, and this Consent Decree is without prejudice to, the right to institute judicial proceedings seeking to reimburse the SSG for additional costs of response, if the EPA determines that information not

known to the EPA and the SSG as of the date of the lodging of the Consent Decree is discovered which indicates that any Settling *De Minimis* Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling *De Minimis* Party no longer qualifies as a *de minimis* party at the Site under the criteria set forth in Paragraphs 10.b.(i) and (ii) above.

#### VIII. COVENANTS BY SETTLING *DE MINIMIS* PARTIES

32. Each Settling *De Minimis* Party covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors, representatives or employees with respect to the Site or this Consent Decree, including but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112 or 113, 42 U.S.C. §§§§ 9606(b)(2), 9611, 9612 or 9613, or any other provision of law, any claim or cause of action against the United States, its contractors, representatives or employees under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, or any claims arising out of response activities at or in connection with the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of CERCLA Section 111, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

33. Each Settling *De Minimis* Party covenants not to sue and agrees not to assert any claims or causes of action against the SSG, its contractors, representatives or employees with respect to response actions at the Site or this Consent Decree, including but not limited to any claim against the SSG under CERCLA or any provision of federal or state law for Matters

Addressed; provided, however, that this covenant not to sue specifically does not include a covenant not to sue for liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

34. Each Settling *De Minimis* Party covenants not to sue and agrees not to assert any claims or causes of action against any other person who is a Potentially Responsible Party, its contractors, representatives or employees with respect to the Site or this Consent Decree, including but not limited to any claim against any other Potentially Responsible Party under any provision of federal or state law, including CERCLA Section 113, 42 U.S.C. § 9613, or any other provision of law, for Matters Addressed; provided, however, that this covenant not to sue specifically does not include a covenant not to sue for liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

#### IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

35. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The United States, the SSG, and the Settling *De Minimis* Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

36. In any subsequent administrative or judicial proceeding initiated by the United States or the SSG for injunctive relief, recovery of response costs, or other relief relating to the

Site, Settling *De Minimis* Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants included in Sections VI and VIII.

37. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling *De Minimis* Party is entitled, as of the date of entry of this Consent Decree and subject to such Settling *De Minimis* Party's payments pursuant to Section IV, to protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "Matters Addressed" in this Consent Decree.

#### X. RETENTION OF JURISDICTION

38. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

#### XI. INTEGRATION/APPENDICES

39. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations,

agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

- |                |  |
|----------------|--|
| Appendix One:  | List of Members of Spectron Site Group   |
| Appendix Two:  | List of Settling <i>De Minimis</i> Parties   |
| Appendix Three | A: Generator Payment Chart re: Payment to EPA (U.S. Share)<br>B: Broker Payment Chart re: Payment to EPA (U.S. Share)  |
| Appendix Four  | Affidavit of Guy V. Johnson re: Response Costs Incurred by SSG<br>A: Generator Payment Chart re: Payment to SSG<br>B: Broker Payment Chart re: Payment to SSG. |

## XII. PUBLIC COMMENT

40. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate.

41. The Settling *De Minimis* Parties and the SSG consent to approval and entry of this Consent Decree without further notice.

## XIII. EFFECTIVE DATE

42. The effective date of this Consent Decree shall be the date of entry by this Court.



#### XIV. SIGNATORIES/SERVICE

43. Each undersigned representative of the SSG or a Settling *De Minimis* Party to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his or her delegates, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

44. Each Settling *De Minimis* Party and the SSG hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling *De Minimis* Parties or the SSG in writing that it no longer supports entry of the Consent Decree.

45. Each Settling *De Minimis* Party shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Settling *De Minimis* Parties hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court.

46. Contemporaneous with the filing of the complaint in this action, the United States and the SSG shall file a stipulation or motion for an extension of time to answer the complaint in favor of each Settling *De Minimis* Party, and, for SSG, in favor of the United States with regard to claims against the United States, which extension shall run until 30 days after the United States withdraws or withholds its consent pursuant to Section XII (Public Comment) or the Court declines to enter this Consent Decree.

ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_.

\_\_\_\_\_  
United States District Judge

The undersigned parties enter into this Consent Decree in the matter of United States v.  
Air Products and Chemicals, Inc., et al., relating to the Spectron, Inc. Superfund Site.

FOR THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF JUSTICE  
SUE ELLEN WOOLDRIDGE  
Assistant Attorney General  
Environment & Natural Resources Division

Date:

\_\_\_\_\_  
W. BENJAMIN FISHEROW  
Deputy Section Chief  
Environmental Enforcement Section

\_\_\_\_\_  
Elliot Rockler  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(202) 514-2653


ROD J. ROSENSTEIN  
United States Attorney  
District of Maryland

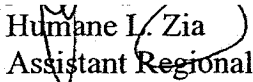
By: \_\_\_\_\_

Assistant United States Attorney  
District of Maryland  
36 S. Charles Street  
Fourth Floor  
Baltimore, MD 21201

---

Donald S. Welsh  
Regional Administrator, Region III  
U.S. Environmental Protection  
Agency

 William C. Early  
Regional Counsel, Region III  
U.S. Environmental Protection  
Agency

 Humane L. Zia  
Assistant Regional Counsel, Region III  
U.S. Environmental Protection  
Agency

FOR THE SPECTRON SITE GROUP

Date: 9/28/05

Carl B. Everett, Esquire  
Counsel to the Spectron Site Group

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR Air Products and Chemicals, Inc.  
~~Successor in Interest to~~ Escambia Chemico  
[Name of *De Minimis* Settling Party: if different Corporati  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 7/29/05

\_\_\_\_\_  
Stephen J. Jones  
Vice President and General Manager -  
Industrial Chemicals Division

\_\_\_\_\_  
7201 Hamilton Blvd.  
Allentown, PA 18195-1501

\_\_\_\_\_  
(610) 481-4911

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
CT Corporation System

\_\_\_\_\_  
1515 Market Street

\_\_\_\_\_  
Philadelphia, PA 19102

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v., relating to the Spectron, Inc. Superfund Site.

FOR American Gilsonite Company  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 7/27/05

VP & General Counsel  
2400 Sand Hill Rd, Suite 201  
Menlo Park, CA 94025  
tele: 650-233-7166

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Same as above

\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Atlantic Oldsmobile, Ltd., relating to the Spectron, Inc. Superfund Site.

FOR Atlantic Oldsmobile, Ltd.  
[Name of *De Minimis* Settling Party: if different from the entity named on EPA's Payment Chart, identify corporate relationship to that entity; e.g., "successor in interest to"]

Date: August 25, 2005

John Staluppi, President

2010 Avenue B

Riviera Beach, FL 33404

(561)844-7148

[Name, Title, Address and Phone Number of Individual Authorized to Sign on Behalf of *De Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

John Staluppi

2010 Avenue B, Riviera Beach, FL 33404

(561)844-7148

[Name, Address and Phone Number of Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

Barry-Wehmiller Companies, Inc.  
and its subsidiaries United Container  
Acquisition Corp., Marquip LLC and The  
Ward Machinery Company (regarding  
FOR United Container Machinery, Inc.)\*  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 9/20/2005

By: \_\_\_\_\_  
Gregory L. Coonrod  
Title: Vice President & Corporate Controller,  
Barry-Wehmiller Companies, Inc.  
8020 Forsyth Boulevard  
St. Louis, MO 63105  
(314) 862-8000  
[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

\*United Container Acquisition Corp., a second tier subsidiary of Barry-Wehmiller Companies, Inc. ("BWC") bought assets of United Container Machinery, Inc. ("UCMI") in 2002. Those assets were subsequently transferred to subsidiaries Marquip LLC and The Ward Machinery Company. BWC and its subsidiaries each deny that it is the successor in interest to UCMI, and enter into this Global *De Minimis* Consent Decree for Second Round *De Minimis* Parties to resolve a disputed claim.

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Parties:

Gregory L. Coonrod  
Barry-Wehmiller Companies, Inc.  
8020 Forsyth Boulevard  
St. Louis, MO 63105

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of  
United States v. \_\_\_\_\_, relating to the Spectron, Inc.  
Superfund Site.

FOR BIC Corporation, on behalf of  
itself and as successor in interest to  
Sheaffer Eaton, Inc.; Sheaffer, Inc.;  
Sheaffer Pen Corporation; Sheaffer  
Manufacturing Co., LLC; BIC USA Inc.;  
Sheaffer Holdings (Delaware) Inc.;  
Sheaffer International (Guernsey)  
Limited; and Sheaffer Holdings  
(Guernsey) Limited.

Date: August 19, 2005

Thomas M. Kelleher  
Senior Vice President - Administration,  
General Counsel and Secretary  
BIC Corporation  
500 BIC Drive  
Milford, CT 06460  
Telephone: (203) 783-2074

Agent Authorized to Accept Service of Process  
on Behalf of the Above-Signed Party:

Thomas M. Kelleher  
Senior Vice President - Administration,  
General Counsel and Secretary  
BIC Corporation  
500 BIC Drive  
Milford, CT 06460  
Telephone: (203) 783-2074

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Camdel Metals Corporation, relating to the Spectron, Inc. Superfund Site.

FOR \_\_\_\_\_  
[Name of De Minimis Settling Party: if different from the entity named on EPA's Payment Chart, identify corporate relationship to that entity; e.g., "successor in interest to"]

Date: 8-18-05

Environmental/Hazardous Subst. Manager

Hundy & Herman Tube Co., Inc.

701 West Township Line Rd

Norristown, PA 19403

(610) 539-3900 x228

[Name, Title, Address and Phone Number of Individual Authorized to Sign on Behalf of De Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. CAN CORPORATION OF AMERICA, relating to the Spectron, Inc. Superfund Site.

FOR Can Corporation of America  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: Aug 8, 2005

RONALD A. MOREAU  
PRESIDENT & CEO  
326 JUNE AVE  
BLANDON, PA 19510  
610-926-3044

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Josh Sarnier, Esquire  
1835 Market Street, Suite 1215  
Phila, Pa 19107  
For Can Corporation of America  
[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR CASTLE FORD (#532)  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/17/05

\_\_\_\_\_  
Durer  
\_\_\_\_\_  
193 S. DUPONT HWY  
\_\_\_\_\_  
NEW CASTLE, DE. 19720  
\_\_\_\_\_  
302-323-2300

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR \_\_\_\_\_  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 7/26/05

\_\_\_\_\_, PRESIDENT  
CJR CHEMICAL COMPANY  
1710 ALLIED STREET, RM 21  
CHARLOTTESVILLE, VA 22903  
434-979-3205

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. RXI Plastics, Inc. (Continental Plastics), relating to the Spectron, Inc. Superfund Site.

FOR Consolidated Container Company LLC, for itself and  
as an alleged successor in interest to Continental  
Plastics and RXI Plastics, Inc.

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: August 17, 2005

Louis Lettes, Senior Vice President and General Counsel  
Consolidated Container Company LLC  
3101 Towercreek Parkway, Suite 300  
Atlanta, Georgia 30339  
678-742-4604

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Douglas E. Cloud, Esq.  
Alston & Bird LLP  
1201 West Peachtree Street, Atlanta, Georgia 30309-3424  
404-881-7000

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. DICK STEVENS CHEVROLET INC. relating to the Spectron, Inc. Superfund Site.

FOR \_\_\_\_\_  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 4 AUG 2005

\_\_\_\_\_  
RESIDENT  
\_\_\_\_\_  
4705 HILLBROOK DR  
\_\_\_\_\_  
ANNANDALE VA 22003  
\_\_\_\_\_  
703-256-5972

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
4705 HILLBROOK DR  
\_\_\_\_\_  
ANNANDALE VA 22003  
\_\_\_\_\_  
703-256-5972

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

*Spectron Inc. Superfund Site*  
Global Consent Decree for Second Round De Minimis Parties

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. Downtown Garage Inc., relating to the Spectron, Inc. Superfund Site.

FOR Downtown Garage Inc.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 7/27/05

✓ George Dobbs - Owner

\_\_\_\_\_  
[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. Environmental Enterprises, relating to the Spectron, Inc. Superfund Site.

FOR Environmental Enterprises Inc.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/15/05

Daniel McCabe  
President

10163 Cincinnati Dayton Rd  
Cincinnati Ohio 45241  
(513) 772-2818

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Agent  
10163 Cincinnati Dayton Rd  
Cincinnati Ohio 45241  
513-772-2818

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR Falstrom Company

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]                     

Date: August 17, 2005

Clifford F. Lindholm, III

President & C. E. O.

Falstrom Company

1 Falstrom Court, P.O. Box 118

Passaic, N.J. 07055-0118  
(973) 777-0013

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR FIDELITY ENGINEERING CORP.  
[Name of De Minimis Settling Party; if different  
from the entity named on EPA's Payment Chart, #575  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: July 26, 2005

THORNE GOULD, CHAIRMAN  
25 LOVETON CIRCLE  
SPARKS, MD 21152  
410 - 891 - 1501

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Same

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR FLINT INK CORPORATION  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/8/05

LAWRENCE E. KING  
VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
FLINT INK CORPORATION  
4600 ARROWHEAD DRIVE  
ANN ARBOR, MI 48105  
PHONE 734-622-6415

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

SAME AS ABOVE  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR FMC CORPORATION  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor ~~in~~ interest to"]

Date: 8/22/05

Robert T. Forbes  
Director, Environment

1735 Market Street

Philadelphia, PA 19103

(215) 299-6989

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

John F. Stillmun, Esq.

~~FMC Corporation~~  
1735 Market Street

Philadelphia, PA 19103

(215) 299-6989

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. HALSTEAD INDUSTRIES, INC., relating to the Spectron, Inc. Superfund Site.

HALSTEAD INDUSTRIES, INC.  
FOR Q1 MUELLER COPPER TUBE PRODUCTS, INC.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/12/05

Gary Whitham, Secretary  
8285 Tournament Drive, Suite 150  
Memphis, TN 38125  
901-759-7457

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

SAME AS ABOVE

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. Handy & Harman Tube Co., Inc., relating to the Spectron, Inc. Superfund Site.

FOR \_\_\_\_\_  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8-18-05

\_\_\_\_\_  
Environment/Health & Safety Manager

Handy & Harman Tube Co., Inc.

701 West Township Line Road

Norristown, PA 19403

(610) 539-3900 x228

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. ICI AMERICAS INC., relating to the Spectron, Inc. Superfund Site.

FOR ICI AMERICAS INC.

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: July 26, 2005

Samuel E. Malovrh

c/o ICI Group Services Inc.

10 Finderne Avenue

Bridgewater, New Jersey 08807

909-203-2865

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

CT Corporation Systems

Corporation Trust Center

1209 Orange Street

Wilmington, DE 19801

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. International Paper, relating to the Spectron, Inc. Superfund Site.

FOR International Paper  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"] 11

Date: 8/16/05

Steven J. Ginski 901/419-3808  
Chief Counsel, EHS  
International Paper Company  
6400 Poplar Avenue  
Memphis, TN 38197  
[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Senior Counsel, EHS  
International Paper, 6400 Poplar Ave  
Memphis, TN 38197 901-419-3824

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

Klein Tools, Inc.  
as successor in interest to  
FOR Vaco Products, Inc.  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: August 15, 2005

Máthias A. Klein III  
President

Klein Tools, Inc.  
7200 McCormick Blvd

Skokie, IL 60076

(847) 677-9500

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Russell Winnie  
Director, Loss Prevention

Klein Tools, Inc.  
7200 McCormick Blvd

Skokie, IL 60076  
(847) 677-9500

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. General Foods, relating to the Spectron, Inc. Superfund Site.

FOR Kraft Foods Global, Inc.

[Successor in interest to General Foods] [Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: August 5, 2005

Philip McAndrew

Director, Environmental Affairs

Three Lakes Drive

Northfield, IL 60093

847-646-6801 Fax: 8892

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Tom Giller, Esq.

Kraft Foods Global, Inc.

Three Lakes Drive, Northfield, IL 60093

847-646-8524

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR L.D. Caulk, a division of DENTSPLY International Inc.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/18/05

Christopher T. Clark  
Senior Vice President  
DENTSPLY International Inc.  
Susquehanna Commerce Center  
221 W. Philadelphia Street  
York, PA 17404  
(717) 849-4605

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Senior Counsel  
DENTSPLY International Inc.  
Susquehanna Commerce Center  
221 W. Philadelphia Street  
York, PA 17404  
(717) 849-4415

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. MALCOLM KONNER CHEVROLET CORP., relating to the Spectron, Inc. Superfund Site.

FOR MALCOLM KONNER CHEVROLET CORP.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/15/05

VICE PRESIDENT

144 RAVINE AVENUE

WYCKOFF NJ 07481-2941

201-670-8955

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

ESP.

144 RAVINE AVENUE

WYCKOFF NJ 07481-2941

201-670-8955

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR Masco Corporation as indemnitor for Compac  
[Name of De Minimis Settling Party: if different Industries,  
from the entity named on EPA's Payment Chart, Inc.  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: July 26, 2005

Associate Corporate Counsel

Masco Corporation

2100 Van Buren Rd

Taylor, MS 38180

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Scott Halpert - Associate Corporate Counsel

Masco Corporation

2100 Van Buren Rd. Taylor, MS 38180

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. HERITAGE NATIONAL, relating to the Spectron, Inc. Superfund Site.

FOR NATIONAL PRINT GROUP, INC. (<sup>SURVIVING</sup>  
PARENT  
COMPANY)  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8.19.05

CEO  
2464 ANNICOLA HWY.  
CHATTANOOGA, TN. 37406  
423.648.8803

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR Norris Industries, Inc.

[Name of De Minimis Settling Party: if different from the entity named on EPA's Payment Chart, identify corporate relationship to that entity; e.g., "successor in interest to"]

Date: 8.17.2005

John Sherbin

General Counsel and Corporate Secretary

39400 Woodward Ave, Ste. 130

Blomfield Hills MI 48302

[Name, Title, Address and Phone Number of Individual Authorized to Sign on Behalf of De Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

Norris Industries, Inc.

39400 Woodward Ave, Suite 130

Blomfield Hills MI 48302

[Name, Address and Phone Number of Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR OCHOA INDUSTRIAL SALES CORPORATION

[Name of *De Minimis* Settling Party: if different from the entity named on EPA's Payment Chart, identify corporate relationship to that entity; e.g., "successor in interest to"]

Date: 8/12/ 05

EITEL R. GOMEZ VALLECILLO

PRESIDENT

PO BOX 363968

SAN JUAN, PR 00936-3968

[Name, Title, Address and Phone Number of Individual Authorized to Sign on Behalf of *De Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

BERNARDO GONZALEZ, ESQ

PO BOX 363968

SAN JUAN PR 00936-3968

[Name, Address and Phone Number of Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. Maryland Ribbon, relating to the Spectron, Inc. Superfund Site.

FOR Offray Specialty Narrow Fabrics, Inc  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

"legal name  
change"

Date: 8/15/05

Vice President

360 Route 24

Chester, NJ 07930

908-879-3636

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. Haynie Products, Inc., relating to the Spectron, Inc. Superfund Site.

OMEGA PROTEIN, INC., successor in  
interest to HAYNIE PRODUCTS, INC.

FOR

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date:

8/10/05

Vice President and General Counsel

1717 St. James Place, # 550

Houston, TX 77056

713-940-6116

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

1717 St. James Place, # 550

Houston, TX 77056

713-940-6116

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. Zapata Haynie Corporation, relating to the Spectron, Inc. Superfund Site.

OMEGA PROTEIN, INC., successor in  
interest to ZAPATA HAYNIE CORPORATION

FOR

[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"] 1

Date:

8/10/05

Vice President and General Counsel  
1717 St. James Place, #550  
Houston, TX 77056  
713-940-6116

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

1717 St. James Place, #550  
Houston, TX 77056  
713-940-6116

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]


**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR PARKER HANNIFIN CORPORATION  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 17 Aug. 2005

  
EXECUTIVE VICE PRESIDENT - SALES, MARKETING &  
OPERATIONS SUPPORT  
PARKER HANNIFIN CORPORATION  
6035 PARKLAND BLVD  
CLEVELAND, OHIO 44124  
216-846-3000

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

CT CORPORATION  
1300 EAST 9TH STREET, SUITE 1010  
CLEVELAND, OHIO 44114

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. PFR, Inc., relating to the Spectron, Inc. Superfund Site.

FOR PFR, Inc. f/k/a Perma-Flex Rollers, Inc.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 12 AUG 2005

Lanny M. Schimmel  
President  
c/o Voith Paper Inc.

PO Box 2337 / 2200 N. Roemer Road  
Appleton, WI 54912  
[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

c/o Voith Paper Inc.  
PO Box 2337 / 2200 N. Roemer Road  
Appleton, WI 54912 (920) 731-0769 x. 2104  
[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR Paul G. Thompson, President  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/17/2005

Paul G. Thompson, President

P.M.T. & Associates, Inc.

1625 Union Avenue

Baltimore, Maryland 21211

410-467-3542

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Paul G. Thompson, President

P.M.T. & Associates, Inc.

1625 Union Avenue

Baltimore, Maryland 21211

410-467-3542

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR PRECISION PRODUCTS GROUP, INC.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: July 27, 2005

&  
RICHARD J. MILLER - V/P & CFO  
PRECISION PRODUCTS GROUP, INC.  
4205 GALLERIA DRIVE  
ROCKFORD, IL 61111 PH# 815-636-9800

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

SCHIFF HARDIN, LLP  
7300 SEARS TOWER  
CHICAGO, IL 60606  
312-258-5500

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

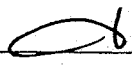
GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

Quality Carriers, Inc., on behalf of  
FOR Montgomery Tank Lines, Inc.

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: August 17, 2005

( James A. Rakitsky 

Vice President

Quality Carriers, Inc., c/o Quality Distribution, I

150 E. Pennsylvania Avenue, Suite 430

Downingtown, PA 19335

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Quality Distribution, Inc.

150 E. Pennsylvania Avenue, Suite 430

Downingtown, PA 19335

James A. Rakitsky - Phone: 610-518-3121

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR Quattro Auto Body, Inc.  
[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: August 5, 2005

Carol Lynn Green, Esq.  
Attorney  
Law Offices of Carol Lynn Green  
7315 Wisconsin Avenue, Suite 800 West  
Bethesda, MD 29814  
Tel (301) 941-8038

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Carol Lynn Green, Esq.  
Law Offices of Carol Lynn Green  
7315 Wisconsin Avenue, Suite 800 West  
Bethesda, MD 20814 Tel. (301) 941-8038

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR RAM MOTORS & CONTROLS, INC.  
RAM INDUSTRIES LLC  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8-1-05

\_\_\_\_\_  
5460A PITTSBURGH PIKE P.O. Box 629  
LEESPORT, PA 19533  
610 - 916 - 3939

\_\_\_\_\_  
[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR Rotorex Company, Inc.

[Name of *De Minimis* Settling Party: if different from the entity named on EPA's Payment Chart, identify corporate relationship to that entity; e.g., "successor in interest to"]

Date: August 17, 2005

\_\_\_\_\_  
Kent E. Hansen  
Executive Vice President,  
Administration and Secretary  
505 Martinsville Road, PO Box 518  
Liberty Corner, NJ 07938  
(908) 604-8686 Ext. 4211

[Name, Title, Address and Phone Number of Individual Authorized to Sign on Behalf of *De Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

Corporate Service Company  
2711 Centerville Road  
Wilmington, DE 19808

[Name, Address and Phone Number of Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

SYMS Corp for itself and as  
alleged successor in interest to  
FOR Stanley Blacker, Inc.

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 8/10/05

Antone Moreira  
Chief Financial Officer

SYMS Corp

One Syms Way

Secaucus, NJ 07094  
(201) 271-3645

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

CT Corporation Systems

111 Eighth Avenue, 13th Floor

New York, NY 10011  
(212) 590-9338

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]



GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v. Technical Processing Inc. relating to the Spectron, Inc. Superfund Site.

FOR Technical Processing Inc.  
[Name of De Minimis Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Date: 7/21/05

Controller  
81 Dine Ave, P.O. Box 2083  
Princeton NJ 07509  
973-279-4960

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of De  
Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United

States v. \_\_\_\_\_, relating to the Spectron, Inc. Superfund Site.

FOR United Technologies Corporation for BASF  
[Name of *De Minimis* Settling Party: if different Corporation  
from the entity named on EPA's Payment Chart, successor to  
identify corporate relationship to that entity; e.g., Inmont Corporation  
"successor in interest to"]

Date: August 17, 2005

\_\_\_\_\_  
William F. Leikin  
Assistant General Counsel  
United Technologies Corporation & Attorney-in-Fact for  
One Financial Plaza BASF Corporation  
MS 524  
Hartford, CT 06101  
Tel: 860-728-6430

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Tanya Tymchenko, Esq.  
United Technologies Corporation  
One Financial Plaza  
MS 524  
Hartford, CT 06101  
860-728-7833

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE  
FOR SECOND ROUND DE MINIMIS PARTIES**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
States v., relating to the Spectron, Inc. Superfund Site.

FOR Wood-Mode Incorporated

[Name of *De Minimis* Settling Party: if different  
from the entity named on EPA's Payment Chart,  
identify corporate relationship to that entity; e.g.,  
"successor in interest to"]

Successor in interest to Wood-Metal Industries, Inc.

Date: August 15, 2005

By 

R. L. Gronlund, Chief Executive Officer

#1 Second Street

Kreamer, PA 17833

570-374-2711

[Name, Title, Address and Phone Number of  
Individual Authorized to Sign on Behalf of *De*  
*Minimis* Settling Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Ronald H. Isenberg, Esquire

40 Greenwood Avenue

Wyncote, PA 19095

Phone: 215-481-0600

[Name, Address and Phone Number of Authorized  
Agent for Service of Process]